

1991 6%
1992 6%
203

A G R E E M E N T

BETWEEN

THE LONG BRANCH SEWERAGE AUTHORITY
(MONMOUTH COUNTY, NEW JERSEY)

AND

THE OIL, CHEMICAL & ATOMIC WORKERS INTERNATIONAL
UNION, AFL-CIO, LOCAL 8-149

JANUARY 1, 1991

THROUGH

DECEMBER 31, 1992

RICHARD M. SALSBERG, ESQ.
DeMARIA, ELLIS, HUNT & SALSBERG
744 Broad Street - Suite 1400
Newark, New Jersey 07102
(201) 623-1699

TABLE OF CONTENTS

	<u>PAGE</u>
PREAMBLE	1
ARTICLE I	
RECOGNITION	2
ARTICLE II	
PROBATIONARY PERIOD	3
ARTICLE III	
MANAGEMENT RIGHTS	4
ARTICLE IV	
NO-STRIKE PLEDGE	7
ARTICLE V	
NO LOCK-OUT CLAUSE	9
ARTICLE VI	
DUES CHECKOFF AND INDEMNIFICATION	10
ARTICLE VII	
REPRESENTATION FEE	11
ARTICLE VIII	
GRIEVANCE PROCEDURE	14
A. DEFINITIONS	14
B. PURPOSE	14
C. PROCEDURE	15
1. Step One - Foreman	15
2. Step Two - Operations Director	16
3. Step Three - Executive Director	17
4. Step Four - (A) Mediation and (B) Arbitration	17
ARTICLE IX	
UNION BUSINESS	21

TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE XXIII SICK LEAVE AND BEREAVEMENT LEAVE	42
ARTICLE XXIV REPORTING ACCIDENTS	45
ARTICLE XXV WORK INCURRED INJURIES	46
ARTICLE XXVI LEAVE OF ABSENCE	48
ARTICLE XXVII JOB EVALUATION	49
ARTICLE XXVIII SAFETY COMMITTEE	50
ARTICLE XXIX SWAPPING OF SHIFTS	51
ARTICLE XXX MINIMUM CALL-BACK	52
ARTICLE XXXI MISCELLANEOUS	53
ARTICLE XXXII UNIFORMS	55
ARTICLE XXXIII INSURANCE COVERAGE	56
ARTICLE XXXIV FULLY BARGAINED PROVISIONS	57
ARTICLE XXXV NON-DISCRIMINATION	58
ARTICLE XXXVI SEVERABILITY	59
ARTICLE XXXVII TERM AND RENEWAL	60

ARTICLE I
RECOGNITION

- A. The Authority recognizes the Union as the exclusive representative for the purpose of collective negotiations with respect to the terms and conditions of employment of all regular full-time blue collar employees employed by the Authority, but excluding all supervisors, foreman, managerial executives, and all other employees of the Authority.
- B. For the purposes of paragraph A above, a "full-time" employee is one who works more than twenty (20) hours per week and a "regular" employee is one who remains on the job for a period longer than the probationary period herein. However, the number of days may be extended by the mutual agreement of the Union and the Authority.

ARTICLE II

PROBATIONARY PERIOD

- A. During the first six months of continuous employment, an employee shall be considered a probationary employee, and the Authority may terminate his employment within that time without challenge under this Agreement and without resort to any grievance procedure by the Union. Additionally, the individual shall also be barred from the filing of a grievance due to termination under this paragraph.
- B. The Authority shall have the right to extend any probationary period by up to an additional sixty (60) days, upon notice to, and the agreement of, the Union. Such agreement by the Union shall not be unreasonably withheld.

ARTICLE III
MANAGEMENT RIGHTS

A. The Authority hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Authority and its properties and facilities, and the activities of its employees;
2. To hire all employees and to determine their qualifications and conditions of continued employment or assignment, and to promote and transfer employees;
3. To suspend, demote, discharge or take other disciplinary action in accordance with the grievance procedure herein;
4. To make all decisions relating to the performance of the Authority's operations and maintenance activities, including, but not limited to, the methods, means, processes, materials, procedures and employees to be utilized;

5. To establish any new job classifications and job content and qualifications without prior negotiations thereof. The Union, however, shall retain the right to file a grievance over the established rates.
 6. To change the job content and duties of any classification. The Union shall retain the right to file a grievance over the established rate, however.
 7. To determine the work performance levels and standards of performance of the employees;
 8. To take any actions considered necessary to establish and maintain efficiency and cost effective operations and maintenance;
 9. To change, modify or promulgate reasonable rules and regulations;
 10. To assign work as it determines will benefit the Authority and/or the public it serves.
- B. The exercise of the foregoing powers, rights, authority, duties or other responsibilities of the Authority, the adoption of policies, rules, regulations and practices in furtherance thereof, and the establishment or change in any term or condition of employment, and the use of judgment and discretion in connection therewith, shall be limited only by the express terms of the Agreement, and then only to the extent such terms of hereof are in conformance with

the Constitution and Laws of New Jersey and of the United States.

- C. Nothing contained herein shall be construed to deny or restrict the Authority in its exclusive right to administer the Authority and control the work of its personnel, nor to deny or restrict the Authority in any of its rights, responsibilities and authority under N.J.S.A. 40A:14A, the Sewerage Authority Law, or any other national, state, county, or local laws or ordinances.
- D. The Union, on behalf of the employees, agrees to cooperate with the Authority to attain and maintain full efficiency and maximum productivity.

ARTICLE IV

NO-STRIKE PLEDGE

- A. The Union agrees that during the term of this Agreement and during negotiations of a Successor Agreement, neither the Union or any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or stoppage of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the Authority. The Union agrees that such action would constitute a significant breach of this Agreement.
- B. The Union agrees that it will take all reasonable actions to prevent its members from participating in a strike, work stoppage, slowdown or other activity aforementioned.
- C. In the event of a strike, slowdown, walk-out or any other job action, its agreed that participation in such activity by any Union member shall be deemed grounds for disciplinary action, including termination of employment of such employee or employees.
- D. Nothing contained in this Agreement shall be construed to limit or restrict the Authority in its right to seek and obtain such judicial relief as it may be entitled to have

in the event of such breach by the Union or any of its members.

E. ~~It is~~ expressly understood that the Authority shall not be required to negotiate with the Union under any conditions so long as any of the employees are engaged in any form of job action.

F. It is expressly understood that this clause shall survive the Agreement.

ARTICLE V

NO LOCK-OUT CLAUSE

- A. The Authority agrees, for the life of this Agreement, that it shall not lock-out the employees covered by this Agreement.

ARTICLE VI

DUES CHECKOFF AND INDEMNIFICATION

- A. Upon receipt of proper written authorization, the Authority shall deduct Union dues and initiation fees on a pro rata basis and shall remit the monies collected to the Union once each month.
- B. The Union agrees to indemnify, defend and hold and save the Authority harmless from any causes of action, demand, claim, suit, loss, damages or any other liability that shall arise out of or by reason of action taken under this clause.
- C. If the rate of dues should change, the Union shall provide the Authority with ninety (90) days advance notice of such change.
- D. All deductions under the Article shall be subject to Chapter 233, N.J. Public Laws of 1969, N.J.S.A. (R.S.) 52:14-15.9(e).
- E. Assignees shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid over to them. The Authority or any of its officers and employees shall not be liable for any delay in carrying out such deductions by mail to the assignees' last known address, the Authority and its officers and employees shall be released from all liability to the employee-assignors and to the assignees under such assignments.

ARTICLE VII

REPRESENTATION FEE

- A. It is specifically understood that this article shall apply only to employees hired after May 4, 1981.
- B. If such an employee does not become a member of the Union during any membership year (from January 1 to the following December 31) which is covered in whole or in part by the Agreement, said employee will be required to pay a representation fee to the Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.
- C. Prior to the beginning of each membership year, the Union will notify the Authority in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Union to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.
- D. 1. Once during each membership year covered in whole or in part by this Agreement, the Union will submit to the Authority a list of those employees who have not become members of the Union for the then current membership year. The Authority will deduct from the

salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and will transmit the amount so deducted to the Union.

2. The Authority will deduct the representation fee in equal installments as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership in question. The deductions will begin with the first paycheck paid:
 - (a) Within 60 days after receipt of the aforesaid list by the Authority; or
 - (b) 60 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Authority in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid 30 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.
3. Except as otherwise provided in this article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the

deduction and transmission of regular membership dues to the Union.

4. The Union will notify the Authority in writing of any changes in the list provided for in paragraph 1, above, and/or reflected in any deductions made more than 60 days after the Authority received said notice.
5. On or about the last day of each month, the Authority will submit to the Union a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles and dates of employment for all such employees.
6. The Union agrees that it has established and shall maintain at all times a demand and return system as provided by N.J.S.A. 34:13-5 (c) and 5.6, and membership in the Union shall be available to all employees in the unit on an equal basis at all times. In the event the Union fails to maintain such a system or if membership is not so available, the Authority shall immediately cease making said deductions.
7. The Union shall save the Authority harmless from any claims raised against it by any employee as a result of the Authority's fulfilling its obligations under this article.
8. The Union shall make a copy of its Demand and Return System together with any revisions thereto available to the Authority prior to the institution of this article.

ARTICLE VIII
GRIEVANCE PROCEDURE

A. DEFINITIONS

1. The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of policies or administrative decision affecting terms and conditions of employment or of the express terms of this Agreement, and may be raised by an individual unit employee, a group of unit employees, or the Union, at the request of any such individual or group (hereinafter referred to as the "grievant").

B. PURPOSE

1. The purpose of this grievance procedure is to secure an equitable solution to grievances as herein defined. The parties agree that grievances should be resolved at the lowest possible administrative level. Therefore, no grievance shall by-pass any step of the grievance procedure except as expressly provided herein and any failure to prosecute a grievance within the time periods provided shall constitute an absolute bar to relief and shall estop the grievant from prosecuting his grievance in any form thereafter. The

PREAMBLE

This AGREEMENT made this day of February, 1991, by and between THE LONG BRANCH SEWERAGE AUTHORITY, in the City of Long Branch, County of Monmouth, State of New Jersey, a public employer of the State of New Jersey (hereinafter referred to as the "Authority"), and OIL, CHEMICAL & ATOMIC WORKERS INTERNATIONAL UNION, AFL-CIO, LOCAL 8-149 (hereinafter referred to as the "Union"), represents the complete and final understanding of the parties on all bargainable issues.

TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE X PLANT VISITATION	23
ARTICLE XI LEAVE FOR UNION BUSINESS	24
ARTICLE XII BULLETIN BOARD PRIVILEGES	25
A. SPACE AVAILABILITY	25
B. AUTHORIZATION	25
C. MATERIAL	25
ARTICLE XIII PERSONNEL FILE	27
ARTICLE XIV SENIORITY	28
ARTICLE XV POSTING OF JOB VACANCIES	30
ARTICLE XVI HOURS OF WORK, OVERTIME, AND WORK BREAKS	31
ARTICLE XVII WAGES	33
ARTICLE XVIII HOLIDAYS	36
ARTICLE XIX VACATIONS	37
ARTICLE XX SEVERANCE PAY	39
ARTICLE XXI JURY DUTY	40
ARTICLE XXII MILITARY LEAVE	41

instant grievance procedure constitutes the sole and exclusive methods for raising and disposing of controversies within the definition of the term.

C. PROCEDURE

1. Step One - Foreman

- (a) A grievant must file his grievance in writing with the Foreman within five (5) days of the occurrence of the matter complained of. A copy shall be provided to the Shop Steward.
- (b) The written grievance must identify the grievant by name(s) and be signed by him (them) and the Shop Steward. It must set forth a statement of the facts constituting the grievance, the approximate time and place of occurrence of the facts leading to the grievance, the names of all Authority representatives whose actions or failure to act forms the basis of the grievance, the names of all witnesses the grievant intends to present, and the specific contract provision(s), if any, forming the basis of the grievance, and must set forth the remedy sought by the grievant. Any written grievance failing to comport with the foregoing requirements shall be null and void, need not be processed by the

Authority and shall constitute an abandonment of the grievance. The matters and persons specified and identified in a written grievance shall not be expanded upon or added to subsequent to its filing, and the grievant shall be precluded from raising or presenting additional facts, witnesses, or contract provisions thereafter, except with the express written consent of the Authority.

(c) Once a grievance comporting with all the foregoing requirements is timely filed, the Foremen shall investigate the grievance and render a written response, which shall be given to the grievant within ten (10) days from receipt of the grievance.

2. Step Two - Operations Director

In the event the grievance is not resolved to the grievant's satisfaction at Step One, or in the event the Foreman has not served a timely written response at Step One, then within five (5) days after the response date set forth in Step One, the grievant may present the written grievance and any written response(s) received at Step One to the Operations Director. Upon receipt of the grievance by the Operations Director, the procedures set forth in Step

One shall be followed, except that the parties shall meet within ten (10) days of the presentation of the grievance to the operations Director, and the Operations Director shall have thirty (30) days thereafter to respond.

3. Step Three - Executive Director

In the event the grievance is not resolved to the grievant's satisfaction at Step Two, or in the event the Operations Director has not served a timely written response at Step Two, then within five (5) days after the response date set forth in Step Two, the grievant may present the written grievance and any written response(s) received at Step Two to the Executive Director. Upon receipt of the grievance by the Executive Director the procedures set forth in Step Two shall be followed, except that the meeting date period shall be thirty (30) days and the response period shall be forty-five (45) days thereafter. With respect to all grievances, not involving the express terms of this Agreement, the decision of the Executive Director shall be final.

4. Step Four - (A) Mediation and (B) Arbitration

With respect only to those grievances involving the express terms of this Agreement, and in the event the grievance is not resolved to the satisfaction of the

grievant Step Three, or in the event the Executive Director has not served a timely written response at Step Three, then within ten (10) days after the response set forth in Step Three, the grievant may notify the Executive Director in writing of his or her intent to submit the grievance to the New Jersey State Board of Mediation for either (A) "mediation under contract" or for (B) binding arbitration.

In the event the grievance relates to a discharge of an employee covered hereunder, or to a suspension of more than five (5) days of a covered employee, then the grievance may be submitted to Binding Arbitration under "B" below. All other grievances which involve the express provisions of this Agreement may be submitted to "mediation under contract" under "A", below.

A. Within five (5) days after notification to the Executive director, the grievant may invoke "mediation under contract " by notifying the New Jersey State Board of Mediation. A copy of such a request shall be provided to the Executive Director. Mediation shall be scheduled and conducted in accordance with the rules of the New Jersey State Board of Mediation, and the

Mediator's recommendations, if any, shall be advisory only.

B. In the event the grievance involves a discharge or a suspension of more than five (5) days, then, within five (5) days after the notification to the Executive Director, the grievant may invoke binding arbitration by submitting a written request therefore to the New Jersey State Board of Mediation, with a copy of such request to the Executive Director. Thereafter binding arbitration proceedings shall be conducted pursuant to the Rules of the New Jersey State Board of Mediation, except as they may be expressly altered or modified herein.

1. The arbitrator shall be required to deliver to the parties a written award, coupled with a written opinion setting forth detailed reasons, findings of fact, and conclusions of law utilized in making his award, by no later than thirty (30) days from the date of closing the hearings, or if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The arbitrator expressly has no authority to modify, add to, subtract

from, or in any way whatsoever alter the provisions of this Agreement, nor shall he have authority to cause the Authority to expend funds not specifically budgeted for, and shall be expressly bound by the considerations set forth in the Management Rights' section of this Agreement.

2. Grievance, mediation and arbitration meetings and hearings shall be held at mutually acceptable times and places. The individual grievant shall have at his request a representative from the Union to assist in the resolution of the grievance at such meetings and hearings. Requests for such representatives and any witnesses shall be made to the Executive Director, in writing, by no later than three (3) days prior to the date of any meeting or hearing, and meeting or hearing dates shall be scheduled considering the availability of all parties and witnesses and the needs of the Authority.
3. The fees, expenses, and all other proper charges of the arbitrator shall be split equally between the parties.

ARTICLE IX

UNION BUSINESS

- A. The Authority's sole responsibility in the administration of all Union matters shall be with the Shop Stewards. Wherever notice is required to the Union, and whenever official dealings with the Union are required, the Shop Stewards shall be designated representatives of the Union for such matters which take place at the work place.
- B. The Union may designate no more than one (1) Steward and one (1) alternate Steward.
- C. The Stewards shall be given an opportunity to engage in the adjustment of grievances as provided for under the Grievance Procedure herein with Authority representatives.
- D. The Stewards shall not leave their jobs without the permission of the Operations Director, and shall not contact another employee on Union business without prior submission of the Operations Director. A reasonable amount of time during regularly scheduled working hours shall be provided to the Stewards for such purposes.
- E. Under no conditions shall the Shop Stewards interfere with the performance of the work of others.
- F. The Stewards have no authority to give orders regarding work to any person employed by the Authority, by virtue of their position as Steward.

- G. The Union shall notify the Authority immediately following the selection of Stewards.
- H. The authority of Shop Steward shall be limited to and shall not exceed the following lawful duties and activities:
 - 1. The investigation and presentation of grievances to the Authority or the Authority's designated representative, in accordance with the provisions of the Collective Bargaining Agreement.
 - 2. The collection of dues when authorized by appropriate Local Union action.
 - 3. The transmission of such messages and information which shall originate with and are authorized by the Local Union, or its officers, provided such messages and information:
 - (a) have been reduced to writing, or
 - (b) if not reduced to writing, are of a routine nature and do not involve work stoppage, slowdowns, refusal to handle goods, or any other interference with the Authority's business.
- I. During negotiations for a Successor Agreement, up to two employees may participate in said negotiations with no loss in regular pay, for a maximum of eight hours pay each for each session.

ARTICLE X

PLANT VISITATION

An officer or duly accredited representative of the Union may be permitted to visit the plant only after prior authorization from the Executive Director or his designee. As escort may be provided at the discretion of the Executive Director or his designee. Such plant visitation shall not interfere with the conduct of the Authority's business or with the duties of any of its employees.

ARTICLE XI

LEAVE FOR UNION BUSINESS

- A. The Authority agrees to allow one (1) employee per year to attend the Union's National Convention for a period of no more than one (1) week. Such leave shall be without pay, and shall be granted, provided it does not interfere with the Authority's efficient operations.
- B. The Union shall give the Authority one (1) month's notice of said leave.

ARTICLE XII

BULLETIN BOARD PRIVILEGES

A. Space Availability

The Authority shall supply a bulletin board in the lunch room for the use of the Union to post announcements.

B. Authorization

All notices are to be signed by the Union President, Secretary or duly authorized representatives, and there shall be no posting of any notices other than as described in Paragraph C, below, except after such notice has been approved in writing by the Executive Director or his designee and the Union.

C. Material

The Union may use the bulletin board to post the following Union announcements:

1. Notice of Union recreation or social affairs.
2. Notice of Union elections and results of such elections.
3. Notice of Union meetings.
4. Notice of Union appointments.
5. Union minutes of joint conferences or of general meeting.

The material posted by the Union shall be of a noncontroversial nature.

D. The Authority reserves the right to refuse to allow the posting of any notice not comporting with the foregoing.

ARTICLE XIII

PERSONNEL FILE

- A. An employee shall have access to his personnel file once per year, upon forty-eight (48) hours prior written notice to the Executive Director.
- B. The forty-eight (48) hours notice provision in paragraph A is deemed to refer to notice given during the period Monday through Friday only.

ARTICLE XIV

SENIORITY

- A. It is hereby agreed that the parties hereto recognize and accept the principal of seniority in all cases of lay-offs and recalls. In all cases, however, ability to perform the work in a satisfactory manner and qualifications will be considered in designating the employee to be affected.
- B. The seniority of an employee is defined as the length of continuous service as an Authority employee dating back to his last date of hire.
- C. In the event of lay-off and re-hiring, the last person hired shall be the first one to be laid off, and the last person laid off shall be the first to be recalled in accordance with this seniority, provided, in the judgment of the Authority, the more senior employee is able to do the available work in a satisfactory manner, and provided that he has the proper qualifications.
- D. When promotions to a higher position or transfers to other positions are in order, the Authority shall first attempt to make promotions or transfers from its regular employees. Considerations for such promotions or transfers shall be based first upon ability to perform the work and qualifications, and then upon seniority, and if any employee so promoted or transferred is not deemed qualified

after a three (3) month trial period, the Authority may remove him and re-transfer him to his former position. The decision as to whether an employee is qualified shall be made by the Authority.

- E. Once per year, the Authority shall prepare and forward to the Union a seniority list of employees by classification and by length of service with the Authority. Seniority lists shall be updated when necessary, and shall be posted on the bulletin boards showing the employee's names, classifications and seniority dates.
- F. Seniority shall terminate: when the employee resigns; when the employee is discharged; when the employee is laid off for a period in excess of one (1) year; upon leave of absence (not caused by accident or illness) in excess of ninety (90) days; upon absence without leave in excess of three (3) consecutive working days without justifiable reason; and upon failure of an employee to accept recall within one (1) working week's notice of recall from the Authority.
- G. Notice of recall shall be sent to the employee by certified mail or telegram to the employee's last address of Authority record. Recall notice shall not require return to work earlier than two (2) weeks from the date of notice.

ARTICLE XV

POSTING OF JOB VACANCIES

- A. All new and vacant positions covered by this Agreement shall be posted on the bulletin board for a period of seven (7) days. Employees applying for such vacancies shall make a request in writing to the Operations Director.
- B. Employees covered by this Agreement shall be given priority in applying for job openings covered under this Agreement, provided that such employees are, in the discretion of the Authority, qualified.
- C. If two (2) or more qualified employees apply for such position or promotion, seniority will be considered along with qualifications in determining which employee shall be selected to fill the position, before any new employee is hired. The Authority reserves the right, in its sole discretion, to select the most qualified candidate to fill the position.
- D. Applicants may apply for positions only during the posting period.
- E. If promoted, an employee shall serve in the new capacity for a three (3) month trial, during which the Authority may remove him and retransfer him to his former position, if he is deemed not qualified. The decision as to whether an employee is qualified shall be made by the Authority.

ARTICLE XVI

HOURS OF WORK, OVERTIME, AND WORK BREAKS

- A. The normal work day for all bargaining unit personnel shall be comprised of eight and one-half (8-1/2) hours, including a one-half (1/2) hour period for an unpaid meal break. Specific shifts and hours shall be as scheduled by the Authority from time to time.
- B. Shift schedules shall be posted one week in advance and shall not be changed unless due to an emergency.
- C. Overtime at time and one-half the base rate shall be provided for authorized work in excess of forty (40) hours per week.
- D. The Authority will make every reasonable attempt to equalize overtime among employees in the same classification, by using a "low hours" rotating seniority system.
- E. Any time not recorded shall be considered as time not worked.
- F. All employees may be required to work a reasonable amount of overtime.
- G. There shall be no pyramiding of overtime or premium pay.
- H. An employee shall not leave his work station until his relief has reported.

- I. Shift employees working the midnight to 8:00 a.m. shift shall receive, in addition to their base rate, a premium of sixty (\$.60) cents per hour. Those working the 4:00 p.m. to midnight shift shall receive a premium of sixty (\$.60) cents per hour.
- J. All overtime work must be authorized in advance by the management.
- K. Employees shall be entitled to two (2) paid ten (10) minute work breaks per shift, which will be scheduled by the Authority and may be scheduled uniformly. It is specifically understood, however, that employees are "on call" during said breaks and may be required to work during such break periods. In that event, additional time shall be provided during the work day.
- L. Collections system personnel shall continue to work overtime on alternating weekends in accord with current practices.
- M. During afternoon and midnight shifts, one (1) employee shall be authorized to leave the premises for twenty (20) minutes to pickup a meal for himself and/or other employees on duty. The employee leaving the premises shall "punch out" before leaving and "punch-in" upon his return.
- N. The Authority will provide a meal allowance of five (\$5.00) dollars after an employee works for ten (10) consecutive hours.

ARTICLE XVII

WAGES

- A. All employees shall be placed on the following schedule, in accordance with their position and length of service. New employees may be hired at any rates, in the Authority's discretion.
- B. Employees promoted will receive the next highest rate over their current pay in the new category.
- C. All listed rates are effective on January 1st of each year.

OPERATORS

	<u>1991</u>	<u>1992</u>
START	10.61	11.25
6 Mos.	10.90	11.55
12 Mos.	11.20	11.87
18 Mos.	11.49	12.18
24 Mos.	11.79	12.50
30 Mos.	12.05	12.77
36 Mos. Maximum	12.35	13.09

UTILITY CREW

	<u>1991</u>	<u>1992</u>
START	8.78	9.31
6 Mos.	9.15	9.70
12 Mos.	9.54	10.11
18 Mos.	9.99	10.59
24 Mos.	10.42	11.05
30 Mos.	10.84	11.49
36 Mos. Maximum	11.26	11.94 ✓

MECHANIC B

	<u>1991</u>	<u>1992</u>
START	11.06	11.71
6 Mos.	11.26	11.94
12 Mos.	11.48	12.17 ✓
18 Mos.	11.76	12.47
24 Mos.	11.91	12.62
30 Mos.	12.15	12.88
36 Mos. Maximum	12.36	13.10

MECHANIC A

	<u>1991</u>	<u>1992</u>
START	12.02	12.74
6 Mos.	12.49	13.24
12 Mos.	12.95	13.73
18 Mos.	13.44	14.25
24 Mos.	13.93	14.77
30 Mos.	14.42	15.29
36 Mos. Maximum	14.89	15.78

SYSTEMS CREW

	<u>1991</u>	<u>1992</u>
START	9.59	10.17
6 Mos.	10.03	10.63
12 Mos.	10.46	11.09
18 Mos.	10.87	11.52
24 Mos.	11.29	11.97✓
30 Mos.	11.71	12.41
36 Mos. Maximum	12.15	12.88

BOILER/PLANT OPERATORS

	<u>1991</u>	<u>1992</u>
START	12.05	12.77
6 Mos.	12.43	13.18
12 Mos.	13.19	13.98
18 Mos.	13.59	14.41
24 Mos.	13.96	14.80
30 Mos.	14.35	15.21
36 Mos. Maximum	14.67	15.55

LABORATORY TECHNICIANS

	<u>1991</u>	<u>1992</u>
START	10.70	11.34
6 Mos.	11.48	12.17
1 Year Maximum	12.31	13.05

ARTICLE XVIII

HOLIDAYS

- A. For each year of this Agreement, employees shall be entitled to the following paid holidays.

New Years Day	Columbus Day
President's Birthday	Election Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving
Independence Day	Day After Thanksgiving
Labor Day	Christmas day
Martin Luther King Day	

- B. Holidays falling on Saturday or Sunday shall be celebrated on the previous Friday or the next Monday, respectively,
- C. Hours worked on a holiday shall be compensated at time and one-half (1 1/2) for those hours worked, in addition to the day's holiday pay at straight time.
- D. An employee who is absent on the day before or after a holiday shall not receive holiday pay unless such absence was approved in advance.

ARTICLE XIX

VACATIONS

A. Vacations shall be provided to members of the bargaining unit in accordance with the following schedule:

<u>COMPLETED YEARS OF EMPLOYMENT</u>	<u>NUMBER OF WORKING DAYS OF VACATION</u>
1 -5	10
6 -7	12
8 -9	14
10-11	16
12-13	18
14-15	20
16-17	22
18	23
19	24
20 and over	25

- B. Vacation entitlement shall be calculated on a calendar year basis and shall be based upon the portion of the previous year which the employee was actively employed by the Authority.
- C. Vacation allowance must be taken during the current year at the time permitted unless, due to the request of the Authority, it is deferred to the following year. In that event, it may be deferred to the next succeeding year only.
- D. Scheduling of all vacations shall be at the discretion of the Executive Director or his designee. Seniority rights

will be honored to the extent that they do not interfere with the administration and/or operation of the Authority.

- E. With the exception of five (5) days of vacation, all vacation time shall be taken at a minimum of one (1) week at a time unless the Authority approves less at its option. If an employee desires to take up to five (5) of his vacation days in blocks of less than five (5) days (but at least one (1) full day at a time), he shall provide at least one week's notice to the Authority, unless due to an emergency, such notice cannot be provided. In that event, the employee shall provide as much notice as he can.
- F. Pay for vacation periods consists of regular base pay only, excluding overtime and shift differential.
- G. Procedural aspects of vacations scheduling shall be as determined by the Authority.
- H. There will be no deferral or carry-over of vacations from year to year unless due to the needs of the Authority, deferral is requested by the Authority; in that event, one year's accrual may be made.
- I. Where feasible, the employee with the least seniority on the 8:00 a.m. - 4:00 p.m., Monday-Friday shift, will be required to cover the vacation swing shift as a condition of his job. If such employee is unavailable due to illness, the next senior person shall cover such swing shift. No employee shall be required to work two (2) consecutive shifts as a result of this Section. This procedure shall be followed for all job classifications.

ARTICLE XX

SEVERANCE PAY

In the event employees are laid off due to lack of work, employees shall be entitled to the following separation pay:

<u>Years of Service</u>	<u>Amount of Pay</u>
After three years of continuous service	One Week Pay
After ten years of continuous service	Two Weeks Pay
After fifteen years of continuous service	Three Weeks Pay
After twenty years of continuous service	Four Weeks Pay

ARTICLE XXI

JURY DUTY

- A. Employees required to report for jury duty or service shall be paid the difference between their regular base and jury duty pay, if any.
- B. Employees who are released from jury service three or more hours prior to the end of their scheduled shift are required to return to work for the remainder of their shift.
- C. Proof of jury duty shall be the responsibility of the employee.

ARTICLE XXII

MILITARY LEAVE

- A. Military leave shall be provided in accordance with applicable Law.

ARTICLE XXIII

SICK LEAVE AND BEREAVEMENT LEAVE

- A. All employees covered by this Agreement shall be granted sick leave with no loss of regular straight time pay or one (1) working day for each month of service (to a maximum of twelve (12) days per year).
- B. For new employees this accumulation shall begin only after completion of the probationary period.
- C. Sick Leave may be utilized only for bona fide illness, accident or exposure to contagious disease which necessitate absence from work. A certificate by the attending physician shall be required at the discretion of the Executive Director.
- D. In the event of the absence of an employee such employee shall notify the Authority at least two (2) hours prior to their scheduled shift. Such employee shall call prior to his scheduled shift for any days during which a sick day will be taken.
- E. Unused sick days may accumulate from year to year to a maximum of 240 days total. Effective January 1, 1984, this will increase to a maximum of 260 days total.
- F. In addition to sick leave, up to three (3) days per occasion may be used to attend to family bereavement needs or funerals due to the death of an immediate family member, which shall include only the employee's spouse, parent, child, grandparents, brother or sister. The Executive Director, in his discretion, may allow up to two (2) additional bereavement days.

- G. Bereavement days shall be taken consecutively between the date of death and the date of the funeral only.
- H. Up to three (3) sick days per year may be used for personal emergencies which necessitate absence from work. These days will be counted as sick days, and in the event they are not used shall accumulate as unused sick days, as with any other unused sick leave. In the event days are used for personal emergency, the employee shall provide at least one week's notice to the Authority, unless, due to an emergency, such notice cannot be provided. In that event, the employee shall provide as much notice as he can.
- I. Failure to report absences properly shall be deemed grounds for refusal to grant sick leave or for disciplinary action.
- J. Sick leave may be used in one-half (1/2) day or full day blocks only.
- K. Employees shall be compensated in cash, or equivalent, for seventy-five (75%) percent of any accumulated sick leave (up to the maximum amount in paragraph E of this article) when they are separated from employment as a result of retirement, death, resignation, permanent layoff or termination for good cause only. In the event of death, payment shall be made to the estate of the employee. The amount of the payment shall be calculated at the employee's rate of pay in effect on the pay-day immediately preceding

the employee's separation in accordance with the following formula:

<u>Years of Service</u>	<u>Percentage of Unused Sick Leave Paid</u>
1 -10	25%
11 -20	50%
21 -30	75%
31 or more	80%

ARTICLE XXIV

REPORTING ACCIDENTS

- A. Any employee involved in an accident shall immediately report said accident and any physical injuries sustained.
- B. The injured employee, before going off duty and before starting his next shift, shall assist the employer in making out an accident report while on Authority time, and shall turn in all available names and addresses of witnesses to the accident.

ARTICLE XXV

WORK INCURRED INJURIES

- A. In the event of a work-incurred injury, an employee must apply for Workers' Compensation benefits. An employee shall be paid in full regular salary to the extent of his accumulated sick leave only, provided that he turns over to the Authority any and all Worker's Compensation benefits. Only the difference between such Worker's Compensation benefits and the employee's full regular salary shall be charged against accumulated sick leave.
- B. At no time may an employee collect more than his full regular salary.
- C. If an employee uses up his accumulated sick leave, he may then use any unused vacation time on the same basis as in Paragraph A above, or he may elect to go on unpaid leave of absence and retain any Worker's Compensation benefits to which he is entitled.
- D. The Authority reserves the right to assign "light duty work" to an employee, at its option.
- E. In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician chosen by the Authority, or by its insurance carrier, then, and in that event, the burden shall be upon the employee to establish such additional period of disability by obtaining a Judgment in the Division of Worker's Compensation, establishing such further period of disability, and such findings by the

Division of Worker's Compensation, or by the final decision of the last reviewing Court, shall be binding upon the parties.

ARTICLE XXVI

LEAVE OF ABSENCE

- A. An official leave of absence may be granted by Resolution of the Authority.
- B. At the discretion of the Executive Director, and with the approval of the Authority any employee may be granted a leave of absence without pay.
- C. An employee on leave of absence without pay, except military leave, does not accrue vacation leave, sick leave, or any other benefits. No payments will be made to the pension system or health plan during this leave of absence however, unless the employee agrees to bear the costs.
- D. A leave of absence shall not exceed three (3) months in length, after which it may be reconsidered and any requested extension shall either be granted or denied.
- E. Employees are required to notify the Authority of the anticipated date of return, as soon as such date is known to the employee. Failure to return on such date without notice shall be considered a voluntary resignation.
- F. The Authority shall have the sole discretion in matters of leaves of absence and each decision made shall be on its own merits. In no event shall the decision whether or not to grant a leave be precedential as to any other decision regarding a leave, nor shall denial be the subject of a grievance.

ARTICLE XXVII

JOB EVALUATION

- A. The Authority will advise the Union of any new job or jobs which have, in the Authority's opinion, been changed or modified in such manner as to justify a re-evaluation by the Authority.

ARTICLE XXVIII

SAFETY COMMITTEE

- A. The Union may appoint a committee, not to exceed two (2) people, to meet with the Operations Director and a member of the Authority, or his designee, as needs arise to discuss and make recommendations relating to the safety of the employees and the public.
- B. The Committee and the Operations Director, or his designee, shall endeavor to meet at least four (4) times per year.
- C. All safety equipment deemed necessary by the Authority shall be provided at the expense of the Authority. All employees shall utilize safety equipment when it is designated as necessary by the Authority in a work area. If the safety equipment is not available, it should be reported to the Operations Director.

ARTICLE XXIX

SWAPPING OF SHIFTS

Swapping of shifts between individual employees is discouraged and will be allowed only under the following conditions:

1. On proper presentation to the Operations Director of good and sufficient reason for the swap, at least forty-eight (48) hours in advance.
2. There shall be no additional costs to the Authority, such as where overtime results.
3. The employees swapping must be equally qualified and within the same job classification.

ARTICLE XXX

MINIMUM CALL-BACK

- A. In the event that a collection system employee is called back to work after his regularly scheduled shift, he shall be guaranteed a minimum of two hours pay at the time and a half rate for each "after-hour stoppage" investigated, provided that the call-back is required between the hours of 10:00 p.m. and 8:00 a.m. Plant employees shall be guaranteed a minimum of two (2) hours pay at the time and a half rate.
- B. The maximum pay under this article shall be either two hours pay at the time and one-half rate, or the actual time worked at the time and one-half rate for each call-back, whichever is greater.
- C. All call backs for collection system employees between 4:30 p.m. and 10:00 p.m. will be paid time and one-half rate per call with a guarantee of one hour per call.

ARTICLE XXXI

MISCELLANEOUS

A. SCHOOLING

1. The Authority shall reimburse the cost of schooling applicable to the individual's work assignments.
2. Request for payment of schooling must be submitted to the Authority for review and prior approval.
3. Payment will be made for approved courses upon the employee presenting evidence of successful completion of the course.
4. All requests for schooling and pay for same must be approved in advance by the Executive Director in his discretion.

B. IMMUNIZATIONS

1. The Authority shall continue to provide, at its expense, flu shots and tetanus shots to each employee once per year.

C. PRINTING OF CONTRACT

The Authority shall provide copies of this Agreement at its own expense, in sufficient numbers for each member of the bargaining unit.

D. COMMERCIAL LICENSE

A total of eight (8) employees as set forth below, will be required to obtain a Class B Commercial License no later than April 1, 1992:

3 Utility Workers

3 Road Crew Employees

2 Mechanics

The Authority will pay, on a one-time basis, for each of the above positions, all testing fees and the fee for the aforesaid license.

E. PULMONARY TEST

All employees will be required to undergo an annual pulmonary test at the Authority's expense.

ARTICLE XXXII

UNIFORMS

- A. Uniforms, including rain gear and one winter coat, shall be provided to each employee in accord with current practice.
- B. Employees who utilize rubber boots shall be provided with such boots at the Authority's expense. Boots will remain on the premises and shall be replaced, if damaged, in the Authority's discretion.
- C. The Authority shall reimburse each employee up to \$50.00 per year for the purchase of work shoes acceptable to the Authority upon presentation of the proper vouchers. Such shoes shall be worn at all times during working hours.
- D. Uniforms shall be worn at all times while on duty.

ARTICLE XXXIII

INSURANCE COVERAGE

- A. The Authority shall continue to provide, at its expense, hospitalization insurance and Major Medical insurance.
- B. The Authority shall continue to provide life insurance at the rate of \$5,000.00 coverage per employee.
- C. The Authority shall continue to provide accidental death and dismemberment insurance in the amount of \$5,000.00 coverage per employee.
- D. The Authority shall continue to maintain enrollment in the Public Employees Retirement System for the State of New Jersey.
- E. The Authority shall maintain enrollment in the New Jersey State Disability Plan, contributing no more than a maximum of \$45.00 per employee per annum.
- F. A dental plan shall continue to be provided at the sole cost of the Authority at a maximum cost to the Authority of \$275.00 per annum per employee.
- G. The Authority maintains the right to change carriers under any of the above coverages, so long as similar benefits are maintained.

ARTICLE XXXIV

FULLY BARGAINED PROVISIONS

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.
- B. The parties acknowledge that during the negotiations that resulted in this Agreement, the understandings and agreements arrived at by the parties after the exercise of their rights and opportunities are set forth in this Agreement.
- C. The Authority and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive any rights to bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement, or with respect to any matter or subject not specifically referred to or covered in this Agreement.
- D. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE XXXV

NON-DISCRIMINATION

Neither the Authority nor the Union shall discriminate against any employee because of race, creed, religion, color, age, sex, or national origin.

ARTICLE XXXVI

SEVERABILITY

If any section, subsection, paragraph, sentence, clause or phrase of this Agreement should be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this Agreement which shall remain in full force and effect and to this end the provisions of this Agreement are hereby declared to be severable.

ARTICLE XXXVII

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1991, and shall be in effect to and including December 31, 1992.

IN WITNESS WHEREOF, the parties hereto have their hands and seals at Long Branch, New Jersey, on this 5 day of *March*, 1991.

OIL, CHEMICAL & ATOMIC WORKERS
INTERNATIONAL UNION, AFL-CIO,
LOCAL 8-149

By: *Richard K. ...*

Attest:

By: *M. ...*

Anthony Andeleis
Edward J. Donbravich

THE LONG BRANCH SEWERAGE
AUTHORITY (MONMOUTH COUNTY
NEW JERSEY)

By: *L. ...*

By: *Robert ...*

1050J